

IT IS HEREBY ADJUDGED
and DECREED this is SO
ORDERED.



TIFFANY & BOSCO
P.A.

Dated: December 23, 2010

**2525 EAST CAMELBACK ROAD
SUITE 300**

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Sarah S. Curley

SARAH S. CURLEY
U.S. Bankruptcy Judge

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Attorneys for Movant

10-30939

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA**

IN RE:

Juan Jose Galaviz
Debtor.

No. 2:10-BK-33479-SSC

Chapter 7

ORDER

The Bank of New York Mellon, fka The Bank of
New York as Successor in interest to JP Morgan
Chase Bank
NA as Trustee for Structured Asset Mortgage
Investments II Inc. Bear Stearns ALT-A Trust
2005-8,
Mortgage Pass-Through Certificates, Series 2005-8
Movant,

vs.

Juan Jose Galaviz, Debtor, Diane M. Mann,
Trustee.

Respondents.

(Related to Docket #29)

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed
Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any,
and no objection having been received, and good cause appearing therefore,

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real
2 property which is the subject of a Deed of Trust dated July 14, 2005 and recorded in the office of the
3 Maricopa County Recorder wherein The Bank of New York Mellon, fka The Bank of New York as
4 Successor in interest to JP Morgan Chase Bank NA as Trustee for Structured Asset Mortgage Investments
5 II Inc. Bear Stearns ALT-A Trust 2005-8, Mortgage Pass-Through Certificates, Series 2005-8 is the
6 current beneficiary and Juan Jose Galaviz has an interest in, further described as:

7 LOT 137, OF GARDEN TRAILS, ACCORDING TO THE PLAT OF RECORD IN THE
8 OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA,
RECORDED IN BOOK 572 OF MAPS, PAGE 24.

9 IT IS FURTHER ORDERED that Movant may contact the Debtor by telephone or written
10 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance
11 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement
12 with Debtor. However, Movant may not enforce, or threaten to enforce, any personal liability against
13 Debtor if Debtors personal liability is discharged in this bankruptcy case.

14 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter
15 to which the Debtor may convert.
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